



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

April 10, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SHOPPING CART RETRIEVAL SERVICES
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for Shopping Cart Retrieval Services in an annual sum not to exceed \$64,500 to California Shopping Cart Retrieval Corp., Inc., located in Burbank, California. This contract will be for a period of one year commencing on May 1, 2007, with three 1-year renewal options, not to exceed a total of four years. Funds are available in Public Works' 2006-07 Road Fund.
2. Delegate authority to the Director of Public Works to annually expend up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
3. Delegate authority to the Director to execute this contract; to renew it for each renewal option, if, in the opinion of the Director, renewal is warranted; to approve contractor's entity change; to approve and execute amendments including necessary changes to the scope of work; and to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for as-needed and intermittent shopping cart retrieval services to retrieve all shopping carts from public rights of way, which include streets, highways, sidewalks, medians, parkways, parks, setbacks, and alleys as well as any other areas designated by Public Works within unincorporated areas in Road Maintenance Districts 1, 3, and 4. The current contract for this service expires on April 30, 2007. Public Works has contracted for this service since 2000. The purpose of this action is to continue contracting for this service.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Children and Families' Well-Being as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an annual amount not to exceed \$64,500, plus 25 percent for unforeseen, additional work within the scope of work of the contract. This amount is based on the annual price quoted by the contractor. This contract will be for a period of one year with three 1-year renewal options, not to exceed a total of four years.

Financing for this service is included in Public Works' 2006-07 Road Fund. Financing for the contract's renewal years will be made through Public Works' annual budget process.

This contract allows a cost-of-living adjustment for the additional optional years in accordance with County policy established by the Chief Administrative Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for

services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

This recommended contract is not subject to the provisions of the California Environmental Quality Act as it does not constitute a project, and it can be seen with certainty that it will not have any environmental impacts.

CONTRACTING PROCESS

On January 17, 2007, Public Works solicited proposals from 27 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the Memorandum of Understanding, the RFP for this service was submitted on January 18, 2007, to the Local 660 Union for review. The Union declined to meet with Public Works.

On February 26, 2007, one proposal was received. The proposal was first reviewed to ensure it meets the mandatory requirements outlined in the RFP. The proposal, having met these requirements, was then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, and references. Based on this evaluation, it is recommended that this contract be awarded to the sole responsive and responsible proposer, California Shopping Cart Retrieval Corp., Inc., located in Burbank, California. Public Works believes the contractor's price to be reasonable for the work requested.

Enclosure C reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers'

The Honorable Board of Supervisors
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Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR
SHOPPING CART RETRIEVAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and CALIFORNIA SHOPPING CART RETRIEVAL CORP., INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 26, 2007, hereby agrees to provide services as described in the attached specifications for Shopping Cart Retrieval Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibits E.1, F.1, and G.1, Maps of Road Maintenance Districts 1, 3, and 4, respectively; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract Documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1. In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed \$64,500 (Contract Maximum Sum), or such aggregate amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on May 1, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly rates quoted in Form PW-2.1, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

EIGHTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the total amount of its invoices. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for herein above.

NINTH: The Director may adjust the rate of compensation set forth in Form PW-2.1, (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). This Contract's anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County of Los Angeles employees as determined by the County of Los Angeles' Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County of Los Angeles employee salaries, no cost-of-living adjustment will be granted.

TENTH: In the event that terms and conditions of the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through G.1, inclusive, the COUNTY'S provisions shall control and be binding.

ELEVENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CALIFORNIA SHOPPING CART
RETRIEVAL CORP., INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

ENCLOSURE B

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 649
Bid Title : SHOPPING CART RETRIEVAL SERVICES (2007-AN014)
Bid Type : Service
Department : Public Works
Commodity : CARTS, INDUSTRIAL, ALL KINDS (EXCEPT GAS AND HOSPITAL)
Open Date : 1/17/2007
Closing Date : 1/30/2007 2:00 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Shopping Cart Retrieval Services (2007-AN014). The total annual contract amount of this service is estimated to be \$50,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/shoppingcartretrieval.pdf> or by contacting Ms. Barbara Baiz at (626) 458-4059, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, two years' experience managing shopping cart retrieval services and providing the necessary supervision, labor, materials, and equipment. In addition, Proposer's on-site supervising employee must have at least two years' experience performing the service solicited.

A Proposers' Conference will be held on Tuesday, January 30, 2007, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Small Dining Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Tuesday, February 13, 2007, at 5:30 p.m. Please direct your questions to Ms. Baiz at the number above.

Contact Name : MS. BARBARA BAIZ
Contact Phone# : (626) 458-4059
Contact Email : bbaiz@dpw.lacounty.gov
Last Changed On : 1/18/2007 11:05:20 AM

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County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: CALIFORNIA SHOPPING CART RETRIEVAL CORP., INC./

My County (WebVen) Vendor Number: 528612-01

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 13						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					3	1
Asian or Pacific Islander						
American Indian						
Filipino			1			3
White			3		2	


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: EXECUTIVE VP/COO	Date: 2/15/07
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